

Agatha Mergenovich
Interstate Commerce Commission
Washington, D.C.

13368-A
RECORDATION NO. 13368 Filed 1425

MAY 1 1984 -12 05 PM

INTERSTATE COMMERCE COMMISSION.

Dear Ms. Mergenovich:

Enclosed for recordation under the provisions of 49 USC 11303(a) are the original and four counterparts of a First Amendment to Security Agreement dated as of May 1, 1984. The Security Agreement to which said First Amendment relates is dated as of October 1, 1981 and was filed with your office at 3:50 P.M. on December 17, 1981 and given Recordation No. 13368. Said First Amendment is a secondary document.

A general description of the railroad equipment covered by the enclosed document is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Debtor: IC Equipment Leasing Company
111 East Wacker Drive
Chicago, Illinois 60601

Secured Party: The Northern Trust Company
50 South LaSalle Street
Chicago, Illinois 60675

The undersigned is the Debtor mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and three copies of the First Amendment to Security Agreement to Larry Elkins, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

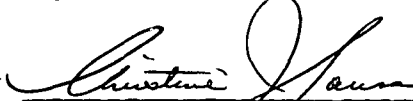
Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

A short summary of the enclosed secondary document to appear in the Index follows:

First Amendment to Security Agreement from IC Equipment Leasing Company, as Debtor, 111 East Wacker Drive, Chicago, Illinois 60601, to The Northern Trust Company, as Secured Party, 50 South LaSalle Street, Chicago, Illinois 60675, covering 11 rebuilt locomotives and 260 open top hopper cars.

Very truly yours,

IC EQUIPMENT LEASING COMPANY

By 
Its Transfer

DEBTOR AS AFORESAID

Enclosures

DESCRIPTION OF EQUIPMENT

Description of New Items:	260 100-Ton Open Top Hopper Cars Marked and Numbered ICG 387740 through ICG 387999, inclusive
Description of Rebuilt Items:	11 Rebuilt SW-14 Diesel Electric Locomotives Marked and Numbered ICG 1489 through ICG 1499, inclusive

(I.C.G. No. 81-4)

SCHEDULE A

RECORDATION NO. 13368-A Filed 1925

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PRP68/LOE/396531-f

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO
SECURITY AGREEMENT

Dated as of May 1, 1984

From

IC EQUIPMENT LEASING COMPANY

DEBTOR

To

THE NORTHERN TRUST COMPANY

SECURED PARTY

(I.C.G. No. 81-4 Debt Repricing)
(11 Rebuilt Locomotives and 260
Open Top Hopper Cars)

FIRST AMENDMENT TO
SECURITY AGREEMENT

THIS FIRST AMENDMENT TO SECURITY AGREEMENT dated as of May 1, 1984 (the "First Amendment") is from IC EQUIPMENT LEASING COMPANY (the "Debtor"), Debtor's post office address being 111 East Wacker Drive, Chicago, Illinois 60601, Attention: Treasurer, to THE NORTHERN TRUST COMPANY (the "Secured Party") whose post office address is 50 South LaSalle Street, Chicago, Illinois 60675, Attention: Commercial Loan Services B-2.

R E C I T A L S:

A. The Debtor and the Secured Party have heretofore executed and delivered a Security Agreement dated as of October 1, 1981 (the "Original Security Agreement") pursuant to which the Debtor granted to the Secured Party a security interest in the Collateral therein described (hereinafter referred to as the "Collateral").

B. The Original Security Agreement was recorded in the Office of the Secretary of the Interstate Commerce Commission on December 17, 1981 at 3:50 P.M. and was given Recordation No. 13368.

C. The Original Security Agreement was entered into as part of a leveraged lease financing of 11 Rebuilt SW-14 Diesel Electric Locomotives, marked and numbered ICG 1489 through 1499, both inclusive, and 260 100-ton Open Top Hopper Cars, marked and numbered ICG 387740 through 387999, both inclusive, more fully described in Schedule 1 hereto (the "Equipment"). In order to provide a portion of the funds used by the Debtor to acquire the Equipment, the Debtor issued and sold its Secured Notes (the "Original Notes") to the Secured Party in the principal amount of \$10,205,014, which Original Notes remain outstanding in such unpaid principal balance.

D. The Debtor now proposes to restructure the Original Notes by revising the method of determining the interest payable thereon and, to evidence such revision, to exchange the Original Notes for Secured Notes of the Debtor (the "Notes") bearing interest at the rate from time to time determined as set forth therein. The Notes to be issued as of the date hereof pursuant to the Original Security Agreement, as amended hereby, shall be dated May 1, 1984 in principal amount of \$10,205,014 and will be in the form of Exhibit A attached hereto.

E. In order to induce the Note Purchaser to exchange the Original Notes for the Notes and to cause the Notes to be secured by the Collateral in the same manner and to the same extent as if the grant of the security interest in the Collateral

were fully herein restated in its entirety to secure the Notes, the Debtor desires to amend the Original Security Agreement as hereinafter set forth (the Original Security Agreement, as amended hereby, is hereinafter referred to as the "Security Agreement").

In consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Debtor and the Secured Party agree that the Original Security Agreement shall be deemed to be and is hereby amended upon the execution and delivery of this First Amendment as follows:

1. Recital A of the Original Security Agreement shall be amended to read in its entirety as follows:

"A. The Debtor and the Secured Party originally entered into a Participation Agreement dated as of October 1, 1981 (the "Participation Agreement") with The Northern Trust Company (the "Note Purchaser") providing for the commitment of the Note Purchaser to purchase on Closing Dates not later than December 30, 1981 the Secured Notes (the "Original Notes") of the Debtor in the aggregate principal amount of \$10,205,014. Thereafter, the Debtor and the Secured Party entered into a Debt Repricing Agreement dated as of May 1, 1984 (the "Debt Repricing Agreement") with the Lessee providing for the exchange of the Original Notes for the Secured Notes (the "Notes") of the Debtor in the aggregate principal amount of \$10,205,014, being the aggregate unpaid principal amount of the Original Notes on May 1, 1984. The Notes are to be dated May 1, 1984, to bear interest from such date, to be expressed to mature in forty consecutive quarterly installments, including both principal and interest, the principal portion thereof to be payable in accordance with the amortization schedule set forth in Schedule 3 to the Original Security Agreement with the first such installment to be paid on August 1, 1984 and the balance of such installments to be paid on the first day of November, February, May and August thereafter to and including May 1, 1994, and to be otherwise substantially in the form attached hereto as Exhibit A. The Notes are to bear interest determined as therein provided. Reference herein to this "Security Agreement" shall mean and include this Security Agreement, as amended by the First Amendment thereto dated as of May 1, 1984 and as from time to time amended or supplemented thereafter pursuant to the terms hereof."

2. Recital B of the Original Security Agreement shall be amended so that ", Debt Repricing" is added after "Security Agreement".

3. The first paragraph of Section 1 of the Original Security Agreement shall be amended by adding the words "and Debt Repricing Agreement" after the words "Participation Agreement".

4. Section 1.1 of the Original Security Agreement shall be amended so that the portion thereof appearing immediately following the parenthetical definition ending "Item of Equipment") and prior to the semicolon contained therein shall read as follows:

", and which constitutes the Equipment leased and delivered under that certain Equipment Lease dated as of October 1, 1981, as amended by a First Amendment thereto dated as of October 1, 1981 and by a Second Amendment thereto dated as of May 1, 1984 (together the "Lease") between the Debtor, as lessor, and the Lessee, as lessee;"

5. Sections 5.1(c) and 5.1(d) of the Original Security Agreement shall be amended so that the phrase ", the Debt Repricing Agreement" shall be added immediately following the phrase "this Security Agreement".

6. Section 5.3 of the Original Security Agreement shall be amended by adding to clause (b) thereof immediately after the phrase "without premium or penalty" the phrase "except for the amount, if any, payable pursuant to Section 2.4 of the Debt Repricing Agreement".

7. Exhibit A to the Original Security Agreement shall be amended in its entirety to read as set forth in the form of the Secured Note attached as Exhibit A to this First Amendment.

This First Amendment to Security Agreement-Trust Deed shall be construed in accordance with and governed by the laws of the State of Illinois; provided, however, that the Secured Party shall be entitled to all the rights conferred by any applicable Federal statute, rule or regulation.

This First Amendment to Security Agreement-Trust Deed may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Security Agreement.

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this First Amendment to Security Agreement to be executed, as of the day and year first above written.

IC EQUIPMENT LEASING COMPANY

[CORPORATE SEAL]

ATTEST:

Carol L. Green
Assistant Secretary

By Paulino Hara
Its Vice President

THE NORTHERN TRUST COMPANY

[CORPORATE SEAL]

ATTEST:

By _____
Its Second Vice President

Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 27th day of April, 1984, before me personally appeared Paul M O'Hara, to me personally known, who being by me duly sworn, says that he is a Vice President of IC EQUIPMENT LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Deborah Lewis
Notary Public

(SEAL)

My commission expires: April, 1985

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this _____ day of _____, 1984, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a Second Vice President of THE NORTHERN TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My commission expires: _____

DESCRIPTION OF EQUIPMENT

Description of New Items: 260 100-Ton Open Top Hopper Cars
Marked and Numbered ICG 387740
through ICG 387999, inclusive

Description of Rebuilt Items: 11 Rebuilt SW-14 Diesel Electric
Locomotives Marked and Numbered
ICG 1489 through ICG 1499,
inclusive

(I.C.G. No. 81-4)

SCHEDULE 1
(to First Amendment to Security Agreement)

IC EQUIPMENT LEASING COMPANY

SECURED NOTE

No. R-

\$ _____, 1984

FOR VALUE RECEIVED, the undersigned, IC EQUIPMENT LEASING COMPANY (the "Company") promises to pay to

THE NORTHERN TRUST COMPANY

or registered assigns,
the principal sum of

and to pay interest accrued and unpaid from the date hereof until maturity (computed on the actual number of days elapsed divided by 360) on the unpaid principal hereof, in installments as follows:

(i) Forty (40) installments of principal and interest, the amount of the principal portion of each respective installment shall be equal to the amount therefor specified on Schedule A attached hereto and made a part hereof, payable on August 1, 1984 and on the first day of each November, February, May and August thereafter to and including May 1, 1994; and

(ii) Interest on overdue principal and (to the extent legally enforceable) on overdue interest at a rate per annum determined from time to time as hereinafter provided.

The rate of interest payable through April 30, 1986 on the principal balance of this Note from time to time outstanding pursuant to clause (i) above shall be determined by one of the two following options of the Company. Under the first option, the rate of interest shall be equal to the rate of interest announced from time to time by The Northern Trust Company ("Northern Trust") as its prime rate (the "Prime Rate"). Any change in the Prime Rate shall take effect on the day specified. Under the second option, the rate of interest shall be equal to the LIBOR Rate plus $\frac{3}{4}$ of 1% per annum plus reserve requirements currently in effect. The LIBOR Rate is the rate equal to the per annum cost of deposits of United States dollars in the amount of the outstanding principal balance of this Note for the period of three months which is then being offered by prime banks in the London interbank market as determined by Northern Trust. Interest for said period

EXHIBIT A
(to First Amendment to Security Agreement)

through April 30, 1986 payable pursuant to clause (ii) above shall be computed at 1% in excess of the Prime Rate. For the period from and after May 1, 1986 to but not including May 1, 1987, interest accrued and payable on this Note pursuant to clause (i) above shall be computed at 103% of the Prime Rate and interest accrued and payable pursuant to clause (ii) above shall be computed at 1% in excess of 103% of the Prime Rate. For the period from and after May 1, 1987 to but not including May 1, 1990 interest accrued and payable on this Note pursuant to clause (i) above shall be computed at 105% of the Prime Rate and interest accrued and payable pursuant to clause (ii) above shall be computed at 1% in excess of 105% of the Prime Rate. For the period from and after May 1, 1990 until the entire principal and interest on this Note shall have been paid in full, interest accrued and payable pursuant to clause (i) above shall be computed at 108% of the Prime Rate and interest accrued and payable pursuant to clause (ii) above shall be computed at 1% in excess of 108% of the Prime Rate.

The Company, or the Lessee as agent therefor, shall give not less than two Business Days' notice to Northern Trust prior to May 1, 1984 and prior to the first day of each August, November, February and May thereafter to and including February 1, 1986 regarding its choice of interest options to be applicable for the three-month period commencing on each such date (or such lesser period as Northern Trust shall approve). During any period prior to May 1, 1986 when no other rate shall have been designated in effect pursuant hereto or at any time prior to May 1, 1986 that the determination of interest on the Notes based on any method other than the Prime Rate option shall constitute a violation of any law or regulation or any interpretation thereof by any governmental or regulatory authority charged with the administration or interpretation thereof, the rate of interest shall be the Prime Rate.

Notwithstanding anything to the contrary contained in this Note, if at any time Northern Trust in its sole discretion determines that there is a reasonable probability that United States dollar deposits will not be available in the London interbank market, Northern Trust shall promptly give notice thereof to the Lessee and the Company, and this Note shall thereafter accrue interest based on the Prime Rate prior to May 1, 1986.

Anything in this Note notwithstanding, if Northern Trust in its sole discretion determines (which determination shall be binding and conclusive on the Company and the Lessee hereinafter identified) that by reason of circumstances affecting the London interbank market adequate and reasonable means do not exist for ascertaining the LIBOR Rate, then so long as such circumstances shall continue (a) Northern Trust shall promptly give notice of such determination to the Lessee and the Company and Northern Trust shall not be obligated to maintain interest on this Note

based on the LIBOR Rate, (b) any request of the Company for interest on this Note to accrue at a rate of interest based on the LIBOR Rate shall be deemed a request for interest to accrue at the Prime Rate, and (c) if interest on this Note is then being determined at a rate based on the LIBOR Rate, then on the next scheduled date for selection of the applicable interest rate this Note shall bear interest at the Prime Rate (or if such next scheduled date is May 1, 1986, at the rate otherwise provided in this Note).

Notwithstanding anything to the contrary contained in this Note, if Northern Trust determines that any change in applicable law or regulation or any interpretation thereof makes it unlawful for interest under the Notes to accrue at a rate of interest based on the LIBOR Rate, Northern Trust shall give notice of the same to the Lessee and the Company, at which time the obligation of Northern Trust to offer interest on the Notes based on the LIBOR Rate shall terminate. If such event shall occur while interest on the Notes is then based on the LIBOR Rate, and if Northern Trust determines that the effect of such change cannot reasonably be mitigated, then the Company shall, upon request of Northern Trust and subject to Section 2.4 of the Debt Repricing Agreement referred to below, immediately prepay in full the outstanding principal amount of this Note, together with all interest accrued thereon to the date of payment, provided, however, that the Company may then elect to borrow the sums being prepaid at the Prime Rate prior to May 1, 1986.

Both the principal hereof and interest hereon are payable to the registered holder hereof in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts. If the date on which any payment on this Note is to be made is not a business day, the payment otherwise payable on such date shall be payable on the next succeeding business day. For purposes of this Note, the term "business day" means calendar days, excluding Saturdays, Sundays and holidays on which banks in the State of Illinois are authorized or required to close.

This Note is one of the Secured Notes of the Company not exceeding \$10,205,014 in aggregate principal amount (the "Notes") issued under and pursuant to the Debt Repricing Agreement dated as of May 1, 1984 among the Company, Illinois Central Gulf Railroad Company (the "Lessee") and Northern Trust, and also issued under and equally and ratably with said other Notes secured by that certain Security Agreement dated as of October 1, 1981, as amended by a First Amendment thereto dated as of May 1, 1984 (together, the "Security Agreement") from the Company to Northern Trust. Reference is made to the Security Agreement and all supplements and amendments thereto executed pursuant to the Security Agreement for a description of the Collateral (as defined in the Security Agreement), and the nature and extent of the security and rights

of Northern Trust, the holder or holders of the Notes and of the Company in respect thereof.

This Note may be prepaid by the Company upon not less than ten business days prior written notice given in the manner provided in Section 7.10 of the Security Agreement in an amount equal to the entire unpaid principal plus accrued interest to the date of prepayment, but without premium (but subject to the amount, if any, payable pursuant to Section 2.4 of the Debt Repricing Agreement).

The terms and provisions of the Security Agreement and the rights and obligations of Northern Trust and the rights of the holders of the Notes may be changed and modified to the extent permitted by and as provided in the Security Agreement.

This Note is a registered Note and is transferable only by surrender thereof at the principal office of the Company, duly endorsed or accompanied by a written instrument of transfer, duly executed by the registered holder of this Note or his attorney duly authorized in writing.

This Note and the Security Agreement are governed by and construed in accordance with the laws of the State of Illinois.

Anything in this Note to the contrary notwithstanding, no holder hereof, nor any successors or assigns thereof, shall have any claims, remedy or right to proceed against the Company in its individual corporate capacity or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of the Company for the payment of any deficiency or any other sum owing on account of the indebtedness evidenced by this Note or for the payment of any liability resulting from the breach of any representation, agreement or warranty of any nature whatsoever, from any source other than the collateral under the Security Agreement (the "Collateral"); and the holder of this Note by its acceptance hereof waives and releases any personal liability of the Company in its individual corporate capacity, and any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of the Company for and on account of such indebtedness or such liability; and the holder of this Note agrees to look solely to the Collateral for the payment of said indebtedness or the satisfaction of such liability; provided, however nothing herein contained shall limit, restrict or impair the rights of Northern Trust to accelerate the maturity of this Note upon a default thereunder, to bring suit and obtain a judgment against the Company on this Note or to exercise all rights and remedies provided under the Security Agreement or otherwise realize upon the Collateral; provided, further, that nothing in this paragraph shall be construed to limit in scope or substance those representations and warranties of the Company in its individual capacity

set forth in the Participation Agreement, the Debt Repricing Agreement or the Security Agreement.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

IC EQUIPMENT LEASING COMPANY

By _____
Its Vice President

NOTICE

THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933 OR UNDER THE SECURITIES LAWS OF ANY STATE. THIS NOTE MAY NOT BE OFFERED OR SOLD UNLESS IT IS REGISTERED UNDER THE APPLICABLE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

FIRST AMENDMENT TO
SECURITY AGREEMENT

Dated as of May 1, 1984

From

IC EQUIPMENT LEASING COMPANY

DEBTOR

To

THE NORTHERN TRUST COMPANY

SECURED PARTY

(I.C.G. No. 81-4 Debt Repricing)
(11 Rebuilt Locomotives and 260
Open Top Hopper Cars)

FIRST AMENDMENT TO
SECURITY AGREEMENT

THIS FIRST AMENDMENT TO SECURITY AGREEMENT dated as of May 1, 1984 (the "First Amendment") is from IC EQUIPMENT LEASING COMPANY (the "Debtor"), Debtor's post office address being 111 East Wacker Drive, Chicago, Illinois 60601, Attention: Treasurer, to THE NORTHERN TRUST COMPANY (the "Secured Party") whose post office address is 50 South LaSalle Street, Chicago, Illinois 60675, Attention: Commercial Loan Services B-2.

R E C I T A L S:

A. The Debtor and the Secured Party have heretofore executed and delivered a Security Agreement dated as of October 1, 1981 (the "Original Security Agreement") pursuant to which the Debtor granted to the Secured Party a security interest in the Collateral therein described (hereinafter referred to as the "Collateral").

B. The Original Security Agreement was recorded in the Office of the Secretary of the Interstate Commerce Commission on December 17, 1981 at 3:50 P.M. and was given Recordation No. 13368.

C. The Original Security Agreement was entered into as part of a leveraged lease financing of 11 Rebuilt SW-14 Diesel Electric Locomotives, marked and numbered ICG 1489 through 1499, both inclusive, and 260 100-ton Open Top Hopper Cars, marked and numbered ICG 387740 through 387999, both inclusive, more fully described in Schedule 1 hereto (the "Equipment"). In order to provide a portion of the funds used by the Debtor to acquire the Equipment, the Debtor issued and sold its Secured Notes (the "Original Notes") to the Secured Party in the principal amount of \$10,205,014, which Original Notes remain outstanding in such unpaid principal balance.

D. The Debtor now proposes to restructure the Original Notes by revising the method of determining the interest payable thereon and, to evidence such revision, to exchange the Original Notes for Secured Notes of the Debtor (the "Notes") bearing interest at the rate from time to time determined as set forth therein. The Notes to be issued as of the date hereof pursuant to the Original Security Agreement, as amended hereby, shall be dated May 1, 1984 in principal amount of \$10,205,014 and will be in the form of Exhibit A attached hereto.

E. In order to induce the Note Purchaser to exchange the Original Notes for the Notes and to cause the Notes to be secured by the Collateral in the same manner and to the same extent as if the grant of the security interest in the Collateral

were fully herein restated in its entirety to secure the Notes, the Debtor desires to amend the Original Security Agreement as hereinafter set forth (the Original Security Agreement, as amended hereby, is hereinafter referred to as the "Security Agreement").

In consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Debtor and the Secured Party agree that the Original Security Agreement shall be deemed to be and is hereby amended upon the execution and delivery of this First Amendment as follows:

1. Recital A of the Original Security Agreement shall be amended to read in its entirety as follows:

"A. The Debtor and the Secured Party originally entered into a Participation Agreement dated as of October 1, 1981 (the "Participation Agreement") with The Northern Trust Company (the "Note Purchaser") providing for the commitment of the Note Purchaser to purchase on Closing Dates not later than December 30, 1981 the Secured Notes (the "Original Notes") of the Debtor in the aggregate principal amount of \$10,205,014. Thereafter, the Debtor and the Secured Party entered into a Debt Repricing Agreement dated as of May 1, 1984 (the "Debt Repricing Agreement") with the Lessee providing for the exchange of the Original Notes for the Secured Notes (the "Notes") of the Debtor in the aggregate principal amount of \$10,205,014, being the aggregate unpaid principal amount of the Original Notes on May 1, 1984. The Notes are to be dated May 1, 1984, to bear interest from such date, to be expressed to mature in forty consecutive quarterly installments, including both principal and interest, the principal portion thereof to be payable in accordance with the amortization schedule set forth in Schedule 3 to the Original Security Agreement with the first such installment to be paid on August 1, 1984 and the balance of such installments to be paid on the first day of November, February, May and August thereafter to and including May 1, 1994, and to be otherwise substantially in the form attached hereto as Exhibit A. The Notes are to bear interest determined as therein provided. Reference herein to this "Security Agreement" shall mean and include this Security Agreement, as amended by the First Amendment thereto dated as of May 1, 1984 and as from time to time amended or supplemented thereafter pursuant to the terms hereof."

2. Recital B of the Original Security Agreement shall be amended so that ", Debt Repricing" is added after "Security Agreement".

3. The first paragraph of Section 1 of the Original Security Agreement shall be amended by adding the words "and Debt Repricing Agreement" after the words "Participation Agreement".

4. Section 1.1 of the Original Security Agreement shall be amended so that the portion thereof appearing immediately following the parenthetical definition ending "Item of Equipment") and prior to the semicolon contained therein shall read as follows:

" , and which constitutes the Equipment leased and delivered under that certain Equipment Lease dated as of October 1, 1981, as amended by a First Amendment thereto dated as of October 1, 1981 and by a Second Amendment thereto dated as of May 1, 1984 (together the "Lease") between the Debtor, as lessor, and the Lessee, as lessee;"

5. Sections 5.1(c) and 5.1(d) of the Original Security Agreement shall be amended so that the phrase " , the Debt Repricing Agreement" shall be added immediately following the phrase "this Security Agreement".

6. Section 5.3 of the Original Security Agreement shall be amended by adding to clause (b) thereof immediately after the phrase "without premium or penalty" the phrase "except for the amount, if any, payable pursuant to Section 2.4 of the Debt Repricing Agreement".

7. Exhibit A to the Original Security Agreement shall be amended in its entirety to read as set forth in the form of the Secured Note attached as Exhibit A to this First Amendment.

This First Amendment to Security Agreement-Trust Deed shall be construed in accordance with and governed by the laws of the State of Illinois; provided, however, that the Secured Party shall be entitled to all the rights conferred by any applicable Federal statute, rule or regulation.

This First Amendment to Security Agreement-Trust Deed may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Security Agreement.

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this First Amendment to Security Agreement to be executed, as of the day and year first above written.

IC EQUIPMENT LEASING COMPANY

[CORPORATE SEAL]

ATTEST:

By _____
Its _____

Secretary

THE NORTHERN TRUST COMPANY

[CORPORATE SEAL]

ATTEST:

By Mah/Var Ginsore
Its Second Vice President

Robert E. Ganja
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this _____ day of _____, 1984, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of IC EQUIPMENT LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 27th day of April, 1984, before me personally appeared Robert E. Danyia, to me personally known, who being by me duly sworn, says that he is a Second Vice President of THE NORTHERN TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

James M. Wolf
Notary Public

(SEAL)

My commission expires: 3-22-88

DESCRIPTION OF EQUIPMENT

Description of New Items:	260 100-Ton Open Top Hopper Cars Marked and Numbered ICG 387740 through ICG 387999, inclusive
Description of Rebuilt Items:	11 Rebuilt SW-14 Diesel Electric Locomotives Marked and Numbered ICG 1489 through ICG 1499, inclusive

(I.C.G. No. 81-4)

SCHEDULE 1
(to First Amendment to Security Agreement)

IC EQUIPMENT LEASING COMPANY

SECURED NOTE

No. R-

\$ _____, 1984

FOR VALUE RECEIVED, the undersigned, IC EQUIPMENT LEASING COMPANY (the "Company") promises to pay to

THE NORTHERN TRUST COMPANY

or registered assigns,
the principal sum of

and to pay interest accrued and unpaid from the date hereof until maturity (computed on the actual number of days elapsed divided by 360) on the unpaid principal hereof, in installments as follows:

(i) Forty (40) installments of principal and interest, the amount of the principal portion of each respective installment shall be equal to the amount therefor specified on Schedule A attached hereto and made a part hereof, payable on August 1, 1984 and on the first day of each November, February, May and August thereafter to and including May 1, 1994; and

(ii) Interest on overdue principal and (to the extent legally enforceable) on overdue interest at a rate per annum determined from time to time as hereinafter provided.

The rate of interest payable through April 30, 1986 on the principal balance of this Note from time to time outstanding pursuant to clause (i) above shall be determined by one of the two following options of the Company. Under the first option, the rate of interest shall be equal to the rate of interest announced from time to time by The Northern Trust Company ("Northern Trust") as its prime rate (the "Prime Rate"). Any change in the Prime Rate shall take effect on the day specified. Under the second option, the rate of interest shall be equal to the LIBOR Rate plus $\frac{3}{4}$ of 1% per annum plus reserve requirements currently in effect. The LIBOR Rate is the rate equal to the per annum cost of deposits of United States dollars in the amount of the outstanding principal balance of this Note for the period of three months which is then being offered by prime banks in the London interbank market as determined by Northern Trust. Interest for said period

EXHIBIT A
(to First Amendment to Security Agreement)

through April 30, 1986 payable pursuant to clause (ii) above shall be computed at 1% in excess of the Prime Rate. For the period from and after May 1, 1986 to but not including May 1, 1987, interest accrued and payable on this Note pursuant to clause (i) above shall be computed at 103% of the Prime Rate and interest accrued and payable pursuant to clause (ii) above shall be computed at 1% in excess of 103% of the Prime Rate. For the period from and after May 1, 1987 to but not including May 1, 1990 interest accrued and payable on this Note pursuant to clause (i) above shall be computed at 105% of the Prime Rate and interest accrued and payable pursuant to clause (ii) above shall be computed at 1% in excess of 105% of the Prime Rate. For the period from and after May 1, 1990 until the entire principal and interest on this Note shall have been paid in full, interest accrued and payable pursuant to clause (i) above shall be computed at 108% of the Prime Rate and interest accrued and payable pursuant to clause (ii) above shall be computed at 1% in excess of 108% of the Prime Rate.

The Company, or the Lessee as agent therefor, shall give not less than two Business Days' notice to Northern Trust prior to May 1, 1984 and prior to the first day of each August, November, February and May thereafter to and including February 1, 1986 regarding its choice of interest options to be applicable for the three-month period commencing on each such date (or such lesser period as Northern Trust shall approve). During any period prior to May 1, 1986 when no other rate shall have been designated in effect pursuant hereto or at any time prior to May 1, 1986 that the determination of interest on the Notes based on any method other than the Prime Rate option shall constitute a violation of any law or regulation or any interpretation thereof by any governmental or regulatory authority charged with the administration or interpretation thereof, the rate of interest shall be the Prime Rate.

Notwithstanding anything to the contrary contained in this Note, if at any time Northern Trust in its sole discretion determines that there is a reasonable probability that United States dollar deposits will not be available in the London interbank market, Northern Trust shall promptly give notice thereof to the Lessee and the Company, and this Note shall thereafter accrue interest based on the Prime Rate prior to May 1, 1986.

Anything in this Note notwithstanding, if Northern Trust in its sole discretion determines (which determination shall be binding and conclusive on the Company and the Lessee hereinafter identified) that by reason of circumstances affecting the London interbank market adequate and reasonable means do not exist for ascertaining the LIBOR Rate, then so long as such circumstances shall continue (a) Northern Trust shall promptly give notice of such determination to the Lessee and the Company and Northern Trust shall not be obligated to maintain interest on this Note

based on the LIBOR Rate, (b) any request of the Company for interest on this Note to accrue at a rate of interest based on the LIBOR Rate shall be deemed a request for interest to accrue at the Prime Rate, and (c) if interest on this Note is then being determined at a rate based on the LIBOR Rate, then on the next scheduled date for selection of the applicable interest rate this Note shall bear interest at the Prime Rate (or if such next scheduled date is May 1, 1986, at the rate otherwise provided in this Note).

Notwithstanding anything to the contrary contained in this Note, if Northern Trust determines that any change in applicable law or regulation or any interpretation thereof makes it unlawful for interest under the Notes to accrue at a rate of interest based on the LIBOR Rate, Northern Trust shall give notice of the same to the Lessee and the Company, at which time the obligation of Northern Trust to offer interest on the Notes based on the LIBOR Rate shall terminate. If such event shall occur while interest on the Notes is then based on the LIBOR Rate, and if Northern Trust determines that the effect of such change cannot reasonably be mitigated, then the Company shall, upon request of Northern Trust and subject to Section 2.4 of the Debt Repricing Agreement referred to below, immediately prepay in full the outstanding principal amount of this Note, together with all interest accrued thereon to the date of payment, provided, however, that the Company may then elect to borrow the sums being prepaid at the Prime Rate prior to May 1, 1986.

Both the principal hereof and interest hereon are payable to the registered holder hereof in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts. If the date on which any payment on this Note is to be made is not a business day, the payment otherwise payable on such date shall be payable on the next succeeding business day. For purposes of this Note, the term "business day" means calendar days, excluding Saturdays, Sundays and holidays on which banks in the State of Illinois are authorized or required to close.

This Note is one of the Secured Notes of the Company not exceeding \$10,205,014 in aggregate principal amount (the "Notes") issued under and pursuant to the Debt Repricing Agreement dated as of May 1, 1984 among the Company, Illinois Central Gulf Railroad Company (the "Lessee") and Northern Trust, and also issued under and equally and ratably with said other Notes secured by that certain Security Agreement dated as of October 1, 1981, as amended by a First Amendment thereto dated as of May 1, 1984 (together, the "Security Agreement") from the Company to Northern Trust. Reference is made to the Security Agreement and all supplements and amendments thereto executed pursuant to the Security Agreement for a description of the Collateral (as defined in the Security Agreement), and the nature and extent of the security and rights

of Northern Trust, the holder or holders of the Notes and of the Company in respect thereof.

This Note may be prepaid by the Company upon not less than ten business days prior written notice given in the manner provided in Section 7.10 of the Security Agreement in an amount equal to the entire unpaid principal plus accrued interest to the date of prepayment, but without premium (but subject to the amount, if any, payable pursuant to Section 2.4 of the Debt Repricing Agreement).

The terms and provisions of the Security Agreement and the rights and obligations of Northern Trust and the rights of the holders of the Notes may be changed and modified to the extent permitted by and as provided in the Security Agreement.

This Note is a registered Note and is transferable only by surrender thereof at the principal office of the Company, duly endorsed or accompanied by a written instrument of transfer, duly executed by the registered holder of this Note or his attorney duly authorized in writing.

This Note and the Security Agreement are governed by and construed in accordance with the laws of the State of Illinois.

Anything in this Note to the contrary notwithstanding, no holder hereof, nor any successors or assigns thereof, shall have any claims, remedy or right to proceed against the Company in its individual corporate capacity or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of the Company for the payment of any deficiency or any other sum owing on account of the indebtedness evidenced by this Note or for the payment of any liability resulting from the breach of any representation, agreement or warranty of any nature whatsoever, from any source other than the collateral under the Security Agreement (the "Collateral"); and the holder of this Note by its acceptance hereof waives and releases any personal liability of the Company in its individual corporate capacity, and any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of the Company for and on account of such indebtedness or such liability; and the holder of this Note agrees to look solely to the Collateral for the payment of said indebtedness or the satisfaction of such liability; provided, however nothing herein contained shall limit, restrict or impair the rights of Northern Trust to accelerate the maturity of this Note upon a default thereunder, to bring suit and obtain a judgment against the Company on this Note or to exercise all rights and remedies provided under the Security Agreement or otherwise realize upon the Collateral; provided, further, that nothing in this paragraph shall be construed to limit in scope or substance those representations and warranties of the Company in its individual capacity

set forth in the Participation Agreement, the Debt Repricing Agreement or the Security Agreement.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

IC EQUIPMENT LEASING COMPANY

By _____
Its Vice President

NOTICE

THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933 OR UNDER THE SECURITIES LAWS OF ANY STATE. THIS NOTE MAY NOT BE OFFERED OR SOLD UNLESS IT IS REGISTERED UNDER THE APPLICABLE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.